

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims ("AGREEMENT") is entered into by and between ADRIAN RISKIN ("RISKIN"), on the one hand, and THE CITY OF LOS ANGELES ("City"), on the other hand. (The City is referred to as "Respondent." Petitioner and Respondent are together referred to collectively as "the PARTIES."). This AGREEMENT settles any and all of Petitioner's claims or causes of action, including those for mandamus relief and/or injunctive relief against Respondent as well as claims for monetary relief, damages, attorneys' fees, expert witness fees and expenses, and any and all other expenses and costs that have been or will be incurred, in connection with the allegations raised in the below-defined Litigation. Therefore, this AGREEMENT will satisfy all of Petitioner's claims against Respondent as set forth in the Litigation.

### **RECITALS**

This AGREEMENT is based on the following facts:

A. On or around June 10, 2019, Petitioner filed a Verified Petition for Writ of Mandate seeking compliance with the California Public Records Act in the Los Angeles Superior Court concerning five enumerated Public Records Act requests submitted to the City of Los Angeles between December 2018 and March 2019. This litigation was entitled *Adrian Riskin v. City of Los Angeles*, Case No. 19STCV20076 ("the Litigation").

B. On or around October 9, 2019, counsel for Petitioner agreed that the City's response to Petitioner's CPRA request via the production of certain documents was responsive and satisfactory for the purposes of settlement.

C. Respondent denies each of the allegations stated in the Verified Petition for Writ of Mandate, and nothing stated within this AGREEMENT shall be construed as an admission of such allegations. Respondent does not admit liability or responsibility, and Petitioner does not concede the legal sufficiency of Respondent's actions, as the PARTIES hereby enter into this AGREEMENT for

the purpose of entering into a settlement of all of Petitioner's claims against Respondent, without further protracted litigation, and for purposes of resolving the claims as alleged and/or asserted in the Verified Petition for Writ of Mandate.

D. The PARTIES acknowledge and agree that the terms of this AGREEMENT are fair, reasonable, adequate, in their mutual best interest, and the product of joint negotiation through counsel.

E. The PARTIES acknowledge that they are waiving significant legal rights and/or claims by entering into this AGREEMENT. Each party has consulted with legal counsel, has a full and complete understanding of the terms and legal effect of the AGREEMENT, and intends to be bound thereby.

F. In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the PARTIES as follows:

#### **TERMS OF AGREEMENT**

1. **FULL AND FINAL RESOLUTION:** This AGREEMENT, once approved, constitutes a full and final resolution of any and all claims that are or could be made by or between Petitioners and Respondents arising out of the Litigation and the underlying Public Records Act requests referenced in Paragraph A. Furthermore, this AGREEMENT constitutes a full and final resolution of the claims raised in the Litigation.

2. **PAYMENT OF SETTLEMENT FUNDS:** The City shall pay the sum of \$12,665 made payable to Anna von Herrmann, in total payment for, and in full satisfaction of any and all of Petitioner's claims arising out of the Litigation and the underlying Public Records Act requests referenced in Paragraph A, including without limitation any claims for damages, attorneys' fees, litigation expenses and costs as against Respondent. Respondent will need a completed Form W-9 from Petitioner in order to process the payment to Petitioner, and Petitioner agrees to provide such Form as a condition to receipt of the settlement funds. Respondent will

provide payment within 30 days of the execution of this agreement. The parties agree and understand that payments made under the Agreement may be subject to reporting to the relevant governmental authority responsible for the imposition of any Federal, California, local, gross receipts, sales, use, license, excise, franchise, employment, payroll, withholding tax or other exaction (collectively "taxes"), as required by Federal, California, and/or City law. **Anna von Herrmann** shall provide the City the requested and applicable forms, documents, information, reports, statements, and/or identifying information in order for the City to fulfill its reporting obligations. The parties further agree and understand that the City shall withhold (and remit to the relevant governmental authority) from such payments any taxes as may be required to be withheld pursuant to any applicable Federal, California, and/or City law or regulation, unless otherwise exempted by such applicable law, regulation, and evidence of exemption.

3. **RELEASE:** Except for the obligations expressly set forth in this AGREEMENT, Petitioners, and each of its personal representatives, officers, employees, attorneys, administrators and assigns, hereby agree to fully and forever release and discharge Respondents, together with their elective and/or appointive boards, agents, servants, past or present employees, consultants, departments, commissioners, officers, insurers, and any and all persons, past or present, acting by, through, under, or in concert with them from any and all claims, actions, causes of action, liabilities, damages, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist arising out of the Litigation and the underlying Public Records Act requests referenced in Paragraph A, including but not limited to those which are alleged or set forth in the pleadings on file in the Litigation.

Petitioners represent and warrant that they have not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in any of the claims alleged in the Litigation.

**4. WAIVER OF CIVIL CODE OF SECTION 1542:** Petitioner, and each of his personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
OR RELEASED PARTY.

Petitioner acknowledges that he may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Petitioner acknowledges that this AGREEMENT has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses and acknowledges and waives such claims.

**5. RELEASE EFFECTIVE AS TO SUBSEQUENT DISCOVERY OF EXISTING FACTS:** Petitioner acknowledges and agrees that even if he later discovers facts in addition to, or different from, those which either he now knows or believes to be true with respect

to the subject matter of this AGREEMENT, that it is his intention to fully settle and release and forever discharge all of the claims that are released and discharged by this AGREEMENT. The releases herein shall be, and shall remain in effect, as full and completed releases, notwithstanding the discovery or existence of additional or different facts arising out of the Litigation and the underlying Public Records Act requests referenced in Paragraph A. Petitioner accepts and assumes the risk that such facts may be in addition to or different from the facts now known or believed to be true and agrees that the releases herein shall remain in all respects effective and shall not be subject to termination or rescission by reason of any such additional or difference in fact.

**6. DISMISSAL WITH PREJUDICE:** As part of the consideration for the PARTIES entering into this AGREEMENT, Petitioner agrees to request to dismiss, with prejudice, the Litigation against Respondents within 5 days of receipt of all data and settlement funds from both Respondents, as set forth above. Petitioner also agrees to provide Respondents with a file-endorsed copy of the Request for Dismissal, dismissing, with prejudice, the entire Litigation against all Respondents.

**7. FUTURE AND EXISTING PUBLIC RECORDS REQUESTS:** Nothing in this AGREEMENT shall be deemed a waiver of Petitioner's rights at a future time to file Public Records Act requests with Respondents in the future concerning any subject matter. Nothing in this AGREEMENT shall be deemed a waiver of any of Petitioner's rights arising out of future or existing CPRA requests other than those referenced in Paragraph A, including the right to file a legal action to enforce compliance with future or existing Public Records Act requests other than those referenced in Paragraph A, submitted to Respondents.

8. **SEVERABILITY:** If any term of the AGREEMENT is determined by any court to be unenforceable, the other terms of the AGREEMENT shall nonetheless remain in full force and effect.

9. **AUTHORITY:** Each party hereby represents and warrants that the party executing this AGREEMENT is a duly authorized signatory.

10. **INDEPENDENT ADVICE:** Each party acknowledges and agrees that it has been represented or had the opportunity to be represented throughout the negotiation and documentation of this AGREEMENT by counsel of the party's choice and has been advised or had the opportunity to be advised by such counsel with respect to this AGREEMENT and the effect of the releases given in this AGREEMENT. Each party further acknowledges and agrees that it has read this AGREEMENT, knows its contents and effect and, in executing this AGREEMENT, has relied solely on its own judgment, belief and knowledge and the advice and recommendations of such party's counsel. None of the parties have been induced to enter into this AGREEMENT by any representation or statement of any other party not expressly contained in this AGREEMENT.

11. **SUCCESSORS AND ASSIGNS:** This AGREEMENT shall be binding upon the successors and assigns of the PARTIES to this AGREEMENT.

12. **INTEGRATION; CONDITIONS PRECEDENT:** This AGREEMENT shall be of no force or effect, and will be neither binding nor enforceable, even if signed by one or more parties, unless and until the AGREEMENT has been fully executed by the PARTIES and fully executed counter parts have been delivered to counsel for the parties, and as subject to the applicable procedures for City and County approval pursuant to Paragraph 10. This AGREEMENT sets forth the entire agreement between the PARTIES as to the subject matter of this AGREEMENT. No other agreements, covenants, representations or warranties, express or

implied, oral or written, have been made by any party to any other party with respect to the subject matter of this AGREEMENT. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are of no force or effect.

**13. NO ADMISSION OF LIABILITY:** Each party acknowledges and agrees that this AGREEMENT accomplishes the compromise of disputed claims and is not intended to constitute an admission of liability, wrongdoing or error on the part of any other party. Any liability, wrongdoing or error is expressly denied by each party to this AGREEMENT.

**14. ADDITIONAL DOCUMENTS:** In addition to the documents as provided for in this AGREEMENT, each of the parties agrees to promptly execute and deliver such additional documents and take such other action as may be reasonably required to carry out the terms of this AGREEMENT.

**15. ATTORNEYS' FEES:** Except as set out in Section 2, above, the PARTIES shall bear their own fees, costs and expenses incurred in connection with the disputes between the PARTIES which are the subject of, or arising out of, the Litigation and this AGREEMENT.

**16. TITLES AND CAPTIONS:** Titles and captions contained in this AGREEMENT are inserted as a matter of convenience and for reference, and are not intended and shall not be construed to define, limit, extend or otherwise describe the scope of this AGREEMENT or any provision of this AGREEMENT.

**17. MODIFICATION AND AMENDMENT:** No modification or amendment of any of the terms or provisions of this AGREEMENT shall be binding upon any party unless made in writing and signed by such party or by a duly authorized representative or agent of such party.

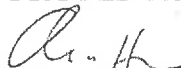
18. **GOVERNING LAW:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly performed within said state.

19. **NO CONSTRUCTION:** No party or party's counsel shall be deemed to be the drafter of this AGREEMENT for purposes of interpreting or construing any of the provisions of this AGREEMENT. This AGREEMENT shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the parties to this AGREEMENT.

20. **EXECUTION IN COUNTERPARTS:** This AGREEMENT may be executed on separate counterparts and will become effective upon signature by all parties upon one or more of such counterparts.

IN WITNESS THEREOF, the following have signed this AGREEMENT on the dates indicated below.

**APPROVED AS TO FORM AND CONTENT**

  
\_\_\_\_\_  
ANNA VON HERRMANN  
Attorney for Petitioner ADRIAN RISKIN

Date: 10-16-19

**APPROVED FOR RESPONDENT**

  
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BETHELWEL WILSON, Deputy City Attorney  
Attorney for Respondent CITY OF LOS ANGELES

Date: 10/16/19